

2007 SALES VALIDATION  
CONTRACT



CLINTON COUNTY, INDIANA

PREPARED AND SUBMITTED BY

AD VALOREM SOLUTIONS, LLC

506 E. NORTH ST.

KOKOMO, INDIANA 46901

# SALES VALIDATION AGREEMENT

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## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is hereby entered into between Ad Valorem Solutions, LLC, with office at 506 E. North St., Kokomo, IN 46901 (the "Contractor") and the Clinton County Assessor, with office at 430 Courthouse Square, Frankfort, IN 46041 (the "Assessor").

### **1.0 General Undertaking**

The parties are entering into this Agreement to establish a relationship whereby Assessor is commissioning Contractor to perform certain general consulting services and to deliver certain written findings and recommendations specified in the attached Statement of Work (collectively, "Sales Validation").

### **2.0 Term of Engagement**

This Agreement shall commence on the date stated in Section 20 (Start and Completion) and unless terminated earlier in accordance with Section 7 ("Termination") shall continue in full force and effect until the Statement of Work is completed according to its terms. Termination shall have no effect on Assessor's obligation to pay the applicable labor rate or an equitable portion of any Fixed Price for Services that are rendered prior to the effective date of termination.

### **3.0 Nature of Engagement**

Contractor is being hired on a Fixed Price basis to perform the Services and provide the Deliverables according to specifications described in the Statement of Work (the "Sales Validation"). Any changes to the scope of work shall be subject to a written Change Order that includes an appropriate adjustment to the price, delivery dates or a notation that no such adjustments are necessary. If the parties cannot agree on the characterization of an item as "out-of-scope," Contractor shall fill the request without prejudice to its claim for reasonable compensation. Unless otherwise stated, all work schedules shall be considered reasonably accurate estimates, subject to revision.

### **4.0 Price & Payment**

(a) Price. The Services and all Deliverables described in the Statement of Work are provided at a firm fixed price of Eight Thousand Dollars (\$8,000.00). The price includes Contractor's wages, overhead, general and administrative expenses and all other indirect costs and profit to be recovered or charged under this Agreement.

Contractor shall pay its personnel at least the minimum wage applicable to each labor classification.

(b) Invoices. The price for all Services shall be invoiced in two equal invoices submitted in August and February.

(c) Payment. Payment shall be made within thirty (30) days after date of invoice. Assessor may not withhold or "setoff" any amounts due hereunder and Contractor reserves the right to cease work without prejudice and assert appropriate liens if amounts are not paid when due. Assessor shall execute any required financing statements.

(d) Out-of-Pocket Costs. Except as otherwise set forth in this Agreement, prices quoted for Services include Contractor's reasonably anticipated out-of-pocket costs for travel. Any extraordinary expenses shall be subject to good faith negotiation by the parties.

## **5.0 Non-circumvention**

During the Term and for a period of one (1) year thereafter, Assessor agrees not to hire, solicit, nor attempt to solicit the services of any employee or subcontractor of Contractor without the prior written consent of Contractor. Violation of this provision shall, in addition to other relief, entitle Contractor to assert liquidated damages against Assessor equal to one hundred fifty (150) percent of the solicited person's annual compensation.

## **6.0 Notices**

Notices sent to either party shall be effective when delivered in person or transmitted by telecopy ("fax") machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address on the first page hereof or such other address as a party may give notice. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

## **7.0 Termination**

This Agreement shall terminate upon expiration of the Term described in Section 2 ("Term of Engagement"). In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Either party shall be in default hereof if it becomes insolvent, makes an

assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' rights or obligations under Section 5 ("Non-circumvention").

#### **8.0 Independent Contractor Status**

Each party and its people are independent Contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible, and shall indemnify and hold harmless the other party, for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective people.

#### **9.0 Security, No Conflicts**

Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

#### **10.0 Insurance, Indemnity**

Each party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory worker's compensation, comprehensive general liability for bodily injury and tangible property damage, as well as adequate coverage for vehicles. Each party shall indemnify and hold the other harmless from liability for bodily injury, death and tangible property damage resulting from the acts or omissions of its officers, agents, employees or representatives acting within the scope of their work.

#### **11.0 Transmission of Data**

It is the responsibility of the Assessor to adequately provide for the creation and transmission of real property assessment data in the form required by the Legislative

Services Agency and the division of data analysis of the Department of Local Government Finance.

### **12.0 Contract Representative**

A Contract Representative shall be appointed by the Assessor for this contract.

The Contract Representative may inspect the records of the contractor to verify the progress and evaluate the quality of work performed, and may accompany the Contractor's personnel in their assigned duties to assure the contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.

The Contractor shall, upon request from the Contract Representative, provide written reports to the Contract Representative as to the progress of the project. These reports may include areas being worked in, areas completed, and problems related to the project. These reports will be provided at the time of invoicing.

### **13.0 DLGF Oversight**

In order to insure the project is being performed to the highest standards, the Department of Local Government Finance and the Legislative Agency may, upon request, review and approve the work performed during this task. Any problems found in the process of the review should be shared with the Contractor as well as the Assessors.

### **14.0 Force Majeure.**

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

### **15.0 Miscellaneous**

This document and the Statement of Work attached hereto constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Except as specifically permitted herein, neither this Agreement nor any rights or

obligations hereunder may be transferred or assigned by Assessor without Contractor's prior written consent and any attempt to the contrary shall be void. Neither party shall be liable for delays caused by events beyond its reasonable control. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

## **STATEMENT OF WORK**

Under the terms of this contract the Contractor shall perform the duties required to assist the Assessors in validating the sales for 2007. Those duties will include examining the sales disclosure for missing information, validating the ownership and sales prices and reviewing the property record card (Sales Validation). The Contractor shall perform these services on the following classes of property:

Residential	Industrial
Agricultural	Public Utilities
Commercial	Exempt

It is understood that the Contractor agrees to provide and perform the work provided herein in a professional manner that will promote client, taxpayer public confidence and support; and in accordance with:

- The Real Property Assessment Manual (50 IAC 2.3) as accepted by the State Board of Tax Commissioners on May 10, 2001;
- The Real Property Assessment Guidelines for 2002 – Version A;
- All applicable rules, regulations and requirements of the Department of Local Government Finance as they were in effect as of the date of this proposal;
- Recognized professional appraisal standards, methods and techniques;
- And in the same manner as the most recent general reassessment.

### **16.0 Sales Validation**

#### **16.1 Sales Disclosure**

For each sales disclosure issued to the Contractor, a responsible representative of the Contractor shall examine the disclosure for errors or omissions. The buyer and/or seller may be contacted to validate the information on the disclosure. The information reviewed will include but is not limited to the following:

Ownership	Property address
Mailing address	Primary Residence
Date of Sale	Sale Price
Improved/vacant lot	Personal Property Involved
Size of Land	Property Use Classification



### 16.2 Property Description

For each valid sales disclosure issued to the Contractor, a responsible representative of the Contractor may review the attached property record card with the home owner. If errors or omissions are found or if the property description detailed on the property record card does not match that in which was conveyed by the sales disclosure, a visit to the property shall be made.

For each property that requires a visit, a responsible representative of the Contractor shall inspect the entire property for errors or omissions in addition to inspecting and measuring any structures indicated in error by the homeowner. When necessary, the Contractor shall gain an interior inspection or gain interior information. If no one is home, and interior information is needed, the Contractor shall leave a door hanger at the property to allow the homeowner a means to contact the Contractor to gain the interior information

### 16.3 Splits and Combinations

The Contractor shall indicate on the sales disclosure any splits or combinations that were caused by the sale of the property. The Assessor shall be responsible to take special care in entering the sales disclosure information on the proper parcel.

### 16.4 Returned Documentation

Upon completion of the review of the sales disclosure and the property record card, the Contractor shall identify on the sales disclosure the validity of the sale. The Contractor shall indicate the sale as valid if the property record card and the sales disclosure information are correct for the date of the sale. If either the sales disclosure information or the property record card is not correct an invalid code shall be used and a reason why the sale is invalid shall be indicated. The Contractor and the Assessor shall determine validity codes to be used throughout the extent of this contract.

If in reviewing the property record card the Contractor finds errors or omissions, the Contractor shall indicate the corrections on the property record card. It is the decision of the Assessor to make the changes immediately, hold those changes until the annualized ratio study, or to make the changes during the next reassessment. It shall be the responsibility of the Assessor to inform Contractor of said decisions and to supply a copy of applicable changes to aforementioned Contractor.

## 17.0 Data Entry

After reviewing the sales disclosure, the Contractor shall return the sales disclosure form with the validity codes written upon them and the updated property record card to the

Assessor for entry into the CAMA system. It is the responsibility of the Assessor to input the updated sales disclosure information into the system. The Contractor will be available to interpret any corrections perceived as ambiguous found on the property record card.

#### **18.0 Use of Records and Maps**

The Assessor shall give access to tax maps that have splits and new subdivision updates as current to the assessment date as possible. These maps could be those used during the most recent reassessment, but should be updated with splits and combinations as of March 1, 2007.

#### **19.0 Office Space and Equipment**

The Assessor agrees to furnish adequate space and utilities conveniently located to the Assessor's office for the duration of the project. In addition, the Assessor shall provide furniture, phone, and access to the CAMA system during working hours. The Assessor shall incur all expenses and liabilities resulting directly there from without any obligation to the Contractor.

#### **20.0 Start and Completion**

The Contractor agrees to commence the work as set forth within thirty (30) days from the signing of the Agreement. The Contractor shall pick up the sales disclosures and their attached card from the Assessor in the following format:

<b>Sales Disclosure Dates</b>	<b>Anticipated Pick Up Dates</b>	<b>Anticipated Delivery Dates</b>
January – June 2007	July 15 <sup>th</sup> 2007	August 15 <sup>th</sup> 2007
July – December 2007	January 15 <sup>th</sup> 2008	February 15 <sup>th</sup> 2008

#### **21.0 Penalty**

If the contractor should fail to complete the maintenance project by the completion date, and the delay is of no cause by the Assessor, that failure shall be cause for a penalty payment of \$50.00 per day beyond the completion date; Saturdays, Sundays, and Holidays excluded. Such penalty shall be deducted from the contract sum owed to the vendor by the County.

## **22.0 Assessor Responsibility**

The Assessor shall provide:

- A copy of each sales disclosure attached to the most current copy of the corresponding property record card;

The final determination of the true tax value and assessed value is and shall remain the responsibility of the Assessor.

## **23.0 Additional Services**

The Contractor, upon request from the Assessor, may perform additional services outside of the scope of this contract. Those services will be executed at a per diem fee basis as required by the Assessor and supplied by the Contractor. The Contractor per diem charge shall be \$400.00 per day.

## **24.0 Notification of Tax Payer**

It is the responsibility of the Assessor, upon completion of the Statement of Work by the Contractor, to notify the tax payer of any changes to the assessment. The notification will be printed on the form prescribed by the Department of Local Government Finance.

## **25.0 Level Two Appraiser Responsibility**

All direct assessment activities shall be performed by a level two assessor-appraiser certified under IC 6-1.1-35.5. All work performed under this Contract shall be organized, supervised, completed, or reviewed by a level two assessor-appraiser certified under IC 6-1.1-35.5.

## **26.0 Administrative Responsibility**

Administrative personnel employed by the Contractor may be used to fulfill the following duties: All duties general clerical in nature as defined by Webster's dictionary.

## **27.0 Parcel Characteristics**

The contractor shall provide complete updated parcel characteristics and assessment data in a manner and form that allows entry into the Assessor's CAMA system.

It is the responsibility of the Assessor to insure that the CAMA system shall provide complete updated parcel characteristics and assessment data in a manner and form that allows the data export and transmission requirements of the legislative services agency

and the department of local government finance.

**28.0 Professional Appraiser Certification; Contract Void on Revocation.**

- (a) The Professional Appraiser must be certified as a "professional appraiser" under IC 6-1.1-31.7 in order to enter into this Contract. The Professional Appraiser represents and warrants that he/she/it: is certified as a "professional appraiser" under IC 6-1.1-31.7 at the time of entering into this Contract; and will take all steps necessary to remain certified as a "professional appraiser" under IC 6-1.1-31.7 through the term of this Contract.
- (b) In accordance with IC 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract, if the Professional Appraiser's certification as a "professional appraiser" under IC 6-1.1-31.7 is revoked.

**IN WITNESS WHEREOF**, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on this \_\_\_\_\_ Day of \_\_\_\_\_, 2007.

**Clinton County Commissioners**

\_\_\_\_\_  
Michael Conner

\_\_\_\_\_  
William J. Beard

\_\_\_\_\_  
Bernard K. Newhart

**Clinton County Assessor**

*Dana Myers*  
\_\_\_\_\_  
Dana Myers

**Ad Valorem Solutions, LLC**

\_\_\_\_\_  
James A. Morris II